

DECLARATION OF GERALD ARMSTRONG

1
2 1. I am the defendant and cross-complainant in the case
3 of Church of Scientology of California v. Gerald Armstrong, Case
4 No. C420153. I have reviewed the document entitled "Memorandum
5 of Points and Authorities in Support of Joint Motion to Modify
6 Preliminary Injunction; Writ for Possession; Declarations" dated
7 March 24, 1983, filed in the instant action. My review has
8 disclosed numerous untruths in this document, which I have set
9 forth herein by referenced to specific page and line numbers:

10 2. P. 2, line 26. Omar Garrison had not been
11 commissioned by the Church. He had a contract with a Danish
12 publishing company, AOSH DK Publications. The contract was
13 negotiated and written by L. Ron Hubbard's attorney, Alan
14 Wertheimer.

15 3. P. 3, line 14. My access to the archives documents
16 was not granted solely in the context of an archival position
17 within the Church of Scientology of California (CSC). My access
18 occurred initially when I was in charge of L. Ron Hubbard's
19 personal household staff at Gilman Hotsprings in 1979. I saved
20 Mr. Hubbard's archives from destruction in the beginning of 1980.
21 My access to the archives continued after Mr. Hubbard approved my
22 petition to do the research for his biography. It was in the
23 context of my position as researcher in Mr. Hubbard's personal
24 office staff that my access to his archives continued throughout
25 1980 and 1981.

26 4. P. 3, line 23. None of the documents from Archives
27 which I copied for Mr. Garrison during my last week in the Sea
28 Organization (the time between my decision to leave and my

1 leaving) were copied by Mr. Garrison and given to me. Any copies
2 made during my last week in Archives are with Mr. Garrison, and
3 have never been recopied and have nothing to do with this case. "

4 5. P. 3, line 25. I have retained in my possession no
5 original materials from Archives. Any original materials are
6 either left in Archives, with Mr. Garrison, or under the seal of
7 the Court.

8 6. P. 6, line 7. L. Ron Hubbard did not state in his
9 letter that he had entrusted the documents under seal for
10 safekeeping with the Church of Scientology of California (CSC).
11 The letter, purported to be from Mr. Hubbard, states "I loaned to
12 the Church of Scientology ...". There are hundreds of "Churches
13 of Scientology", incorporated separately from the Church of
14 Scientology of California. In fact, this letter purported to be
15 from Mr. Hubbard, states at the bottom of the second page, "cc
16 President of the Church of Scientology, Int." The Church of
17 Scientology International is incorporated separately from CSC who
18 brought this action. Nowhere in this letter is CSC mentioned.
19 This is further proof of the fact that the Church of Scientology
20 of California had no standing to bring this action in the first
21 place, and has no standing now nor right to possession of the
22 documents under the seal of the Court. Also, the letter,
23 purported to be from L. Ron Hubbard, at no point mentions
24 Mary Sue Hubbard, nor any possessory right she has, nor that the
25 materials should be turned over to her.

26 7. P. 6, line 15. At no time did I say in deposition
27 that I had no possessory interest in the materials. I very much
28 did and do have a possessory right. I was authorized by L. Ron

1 Hubbard originally to do the biography research, and I was given
2 access to and use of the Archives materials. After I left the
3 Sea Organization, I continued assisting Mr. Garrison with the
4 biography research, and it was in the capacity as Mr. Garrison's
5 research assistant on the LRH Biography Project that I had and
6 have a possessory right to the materials.

7 8. P. 6, line 24. The materials now under seal of the
8 Court did not come from CSC Archives; therefore a motion seeking
9 "the return of documents to the CSC Archives" is empty.

10 9. P. 7, line 3. There is a dispute as to the
11 ownership of the materials under seal. Mary Sue Hubbard here
12 claims "that almost all of the property at issue in this case is
13 the personal property of either her or her husband". In the
14 complaint originating this action, (p. 3, line 26), the statement
15 verified by the President of the Church of Scientology of
16 California is made that "all the materials contained in the
17 Archives Project was, and is, the personal property of Plaintiff,
18 CSC". (Attached hereto as Attachment 1.) Clearly either
19 Mary Sue Hubbard or CSC or both are being untruthful in these
20 statements. The fact is, some of the materials under seal are
21 owned by Omar Garrison, and some are owned by Ronald DeWolfe, and
22 some are owned by me.

23 10. P. 9, line 7. It was Mrs. Hubbard herself who had
24 materials delivered to me from the "Controller Archives" for the
25 purpose of the biography. This was in early 1981, before
26 Mrs. Hubbard was removed from her position of Controller, and it
27 was Tom Vorm, Controller Archives I/C, who delivered them to me.
28 These materials, given to me by Tom Vorm on Mrs. Hubbard's order,

1 consisted of several letters written by Mr. Hubbard in the 1920's
2 and 1930's, Mr. Hubbard's Boy Scout books and materials, several
3 old Hubbard family photographs, a diary kept by Mr. Hubbard in
4 his youth, and several other items.

5 Mrs. Hubbard was aware that many of the materials from
6 "Controller Archives" were to be provided to me for the biography
7 project. Her statements to the contrary are simply untrue. In a
8 letter I wrote to Mrs. Hubbard ("C" in the routing stands for
9 "Controller", and "CC", "Controller Communicator") on 15 October
10 1980, a copy of which Plaintiff attached to its Requests for
11 Admissions dated August 6, 1982, I stated on page 7:

12 "I understand from C Archives I/C
13 (Tom Vorm) that he has a bunch of
14 non-Tech/Policy materials which should go to
15 me. These would be helpful for my two
16 projects (the biography research and the
17 museum/'archives trust').

18 "Ultimately, all originals Tech or
19 non-Tech, will probably be under the same
20 'trust' umbrella. But for now, and so that
21 as much data is available as possible for the
22 biographer, I would like to arrange the
23 exchange of the materials between the two
24 units."

25 (Attached hereto as Attachment 2.)

26 Mrs. Hubbard responded to my letter, and as a result, ordered
27 Mr. Vorm to deliver to me the biographical materials from
28 "Controller Archives". After Mrs. Hubbard was removed from the
position of Controller in early 1981, I was told by the people
then in charge of Mr. Hubbard's legal staff, specifically Terri
Gamboa and Julia Watson, that there was no way to communicate to
Mrs. Hubbard. As a result of this fact, Tom Vorm obtained
permission from the person who replaced Mrs. Hubbard as
Controller to deliver to me the remainder of the non-technical,

1 biographical materials from "Controller Archives".

2 Mr. Hubbard's attorney, Alan Wertheimer, who negotiated
3 the biography contract between Omar Garrison and AOSH DK
4 Publications stated in his letter of November 17, 1980:

5 "I am advised that Mr. Hubbard has
6 approved Omar V. Garrison as the author of a
7 literary work based on his life (hereafter
8 "the Biography"). I am further advised that
9 Mr. Hubbard is willing to make his personal
10 files available to PDK and Mr. Garrison. In
11 addition to all of the personal letters,
12 journals, diaries, photographs, etc. set
13 forth in your letter, we will be able to
14 provide you with family trees and histories
15 by Mr. Hubbard's father."

(Attached hereto as Attachment 3.)

11 Mrs. Hubbard directed the biography negotiations with
12 Mr. Garrison and received copies of all correspondence concerning
13 the biography project, including this letter from Mr. Wertheimer.
14 She approved of my access to the archives materials, and knew of
15 Mr. Garrison's use for the biography. Clearly the statements in
16 her declaration on this subject are untrue.

17 11. P. 9, line 26. I did not approach Mr. Vorm after
18 Mrs. Hubbard left her post in 1981. Arrangements had been made
19 with Mr. Vorm as approved by Mrs. Hubbard prior to her leaving
20 the Controller post. I did not seek "to take possession of the
21 Controller's Archives". "Controller Archives" contained
22 Scientology technical and policy original materials. I requested
23 and obtained the non-technical and non-policy materials which had
24 been erroneously included in Controller Archives. Throughout
25 1980 and 1981, I delivered to Mr. Vorm for storage in "Controller
26 Archives" whatever technical or policy materials I discovered in
27 the course of the biography research. This totalled an even
28

1 greater volume of materials than what Mr. Vorm delivered to me
2 for biographical research.

3 12. P. 10, line 3. Mr. Vorm informed me that
4 Mrs. Hubbard had approved my access to the "Controller Archives",
5 and delivered to me the first quantity of materials (referred to
6 in No. 10. above) at Mrs. Hubbard's order.

7 13. P. 10, line 14. Although it might be true that
8 "normally" materials from Mr. Hubbard's personal storage at
9 Gilman Hotsprings were to be taken only with his knowledge and
10 consent, the situation at Gilman Hotsprings was not "normal" in
11 January of 1980. Because of the announced threat of a raid, the
12 whole crew of about 250 persons was mobilized to vet and destroy
13 documentary evidence of Mr. Hubbard's and the organization's
14 illegal activities. I was Ms. Black's supervisor at the time and
15 she was involved in the vetting and destruction of documents
16 which she searched out in the Hubbards' storage. It was in the
17 course of this activity that Ms. Black came to me with a box of
18 old materials and asked me to decide their disposition. I told
19 Ms. Black to not vet or destroy any of the materials and I took
20 them to the office of Mr. Hubbard's Personal Public Relations
21 Officer, Laurel Sullivan, for safekeeping. I also went with
22 Ms. Black and examined other materials she had located in the
23 storage and was concerned about. I reported the discovery of a
24 trunk full of Guardian Office reports of operations done in
25 connection with the death of the Hubbards' son, Quentin Hubbard,
26 to Mrs. Sullivan who had it shipped to Mrs. Hubbard in Los
27 Angeles. Also many of the Hubbards' papers from recent years
28 then kept in the Gilman Hotsprings storage were vetted or

1 destroyed by Ms. Black at this time. Neither Mr. nor
2 Mrs. Hubbard had to be informed of the specifics of what was
3 being taken out of storage or being destroyed, because
4 Mr. Hubbard's representatives, the CMO, were directing the whole
5 operation.

6 14. P. 10, line 27. Ms. Black did know of my
7 authorization by Mr. Hubbard to do the biography project and to
8 take possession of the biographical materials found in storage at
9 Gilman Hotsprings. I showed Ms. Black a copy of Mr. Hubbard's
10 authorization and it was on the basis of this authorization that
11 I went through the complete storage and removed all remaining
12 boxes of biographical materials. Ms. Black's statement that she
13 was overruled by her senior (she states in her declaration that
14 this was Leo Johnson) is not true. In fact, when I removed the
15 bulk of the boxes of materials from the Gilman Hotsprings storage
16 and took them to the LRH Personal Public Relations Bureau, Leo
17 Johnson was not Ms. Black's senior. Mr. Johnson came on post
18 some weeks after this movement of materials occurred.

19 Mrs. Hubbard was aware of the fact that I had removed the
20 materials from the storage at Gilman Hotsprings and set up the
21 biography project with them. Mrs. Hubbard was in almost daily
22 telephone communication with Mrs. Sullivan, who was in charge of
23 the biography project, and Mrs. Sullivan gave her regular
24 briefings on the project. Additionally, I reported on biography
25 project progress several times up to the point in early 1981 when
26 I was informed that Mrs. Hubbard could no longer be contacted.
27 In fact, I related the incident involving Ms. Black, the
28 shredding at Gilman Hotsprings and my removal of the Hubbard

1 archives materials in my letter to Mrs. Hubbard of 15 October
2 1980 (p.1):

3 "In January there was a raid threat
4 at SU and we all held a shredding party and
5 great amounts of old files were pushed
6 through the paper gobbler. I was then
7 R Renos IC and D/CO HU SU. Brenda Black,
8 R Gear IC and my junior at the time, came to
9 me during the all hands shredding with a
10 beat-up cardboard box of old papers, which
11 she said had been found some time previously
12 in the garage on the SU property.

13 "The old papers turned out to be R's
14 diaries from his trips to Asia between 1927
15 and 1929, some of his poems, and personal
16 correspondence in the 30's and 40's."
17 (Attached hereto as Attachment 2.)

18 15. P. 11, line 3. The situation being referred to
19 here did not arise because neither Mr. nor Mrs. Hubbard were
20 available at the time. This is simply not true. Mr. Hubbard in
21 fact did authorize my doing the biography research, and did write
22 me an acknowledgment for finding the early biographical materials
23 which he had thought had been stolen by a former wife in 1953. I
24 do not have a copy of this letter, but do have a copy of another
25 letter he wrote regarding Mr. Garrison's doing the biography in
26 which he stated, "My own records were stolen in 1953". (Attached
27 hereto as Attachment 4.)

28 16. P. 13, line 2. Not all the documents in Archives
belong to Mr. Hubbard. As stated earlier, some belong to Omar
Garrison, some to Ronald De Wolfe, and some to me, among other
people.

17. P. 14, line 11. Again, the same mistatement is
made of who was party to the biography contract. CSC was not
involved. A Danish publishing company, AOSH DK Publications,
contracted with Mr. Garrison.

1 18. P. 14, line 14. I was not assigned the task of
2 transmitting information to Mr. Garrison. I had already been
3 approved by Mr. Hubbard to perform this function. Additionally,
4 I was informed by both Mrs. Sullivan and Mr. Wertheimer,
5 Mr. Hubbard's attorney who arranged the contract with
6 Mr. Garrison, that I was to be paid by Mr. Hubbard and the
7 details of this were being worked on by Mrs. Sullivan. In his
8 letter of November 17, 1980 to the AOSH DK Publications
9 representative, Larry Brennan, Mr. Wertheimer stated:

10 "he (Mr. Hubbard) must be reimbursed for his
11 out-of-pocket expenses in connection with the
12 compilation of the Archives, including
13 without limitation, salaries paid to
14 employees hired by him in connection with
15 said compilation".
16 (Attached hereto as Attachment 3.)

17 19. P. 14, line 25. An important fact has been omitted
18 from Plaintiff's recitation of events. In April 1982, while I
19 was assisting Mr. Garrison with the biography research and before
20 any contact or planned contact with Michael Flynn, Scientology
21 personnel began a campaign of attack and harrassment of my wife
22 and me. I was declared "Fair Game". The "Fair Game Policy"
23 states:

24 "Fair Game. May be deprived of property or
25 injured by any means by any Scientologist
26 without any discipline of the Scientologist.
27 May be tricked, sued or lied to or
28 destroyed."

On April 24, 1982, the organization published an
international issue falsely connecting me with LSD and falsely
accusing me of theft of organization materials, among various
other false statements (this has formed the basis for a libel
cause of action in my cross-complaint). Also within a few days

1 of this publication, the organization illegally took some
2 materials which I possessed and which had nothing to do with the
3 organization or the biography project. When I requested the
4 return of these materials from the people responsible for their
5 theft, I was told that they would not return them and I should
6 get myself an attorney. (Ref. para 44 of my Declaration of
7 September 16, 1982.) It was apparent to me at this point that I
8 was the target of one of the organization's terror operations and
9 my life and my wife's life were in danger. Only after that, and
10 at the urging of a friend, Jim Dincalci, did I contact Mr. Flynn,
11 and only after I had met Mr. Flynn and assured myself that his
12 intentions were honorable, and fearing that the organization
13 would steal the documents I had in my possession did I send these
14 materials to Mr. Flynn. It should be noted that I kept these
15 materials in an office maintained by Mr. Garrison in Costa Mesa,
16 California.

17 20. P. 15, line 3. The list of documents by Plaintiff
18 is overinclusive. It is taken from what I listed as in Archives,
19 not what are under seal in the Court.

20 21. P. 19, line 14. The list of materials which
21 follows also refers to Archives generally, and not the sealed
22 documents as this states.

23 22. P. 20, line 12. There is a dispute as to ownership
24 as mentioned in No. 9. above. Additionally, in the Declaration
25 of Mrs. Hubbard dated January 26, 1983, she states that the Court
26 now has "some materials the source of which I am not presently
27 able to determine" (p. 6, line 18).

28 23. P. 21, line 8. An attorney-client relationship had

1 been established between Mr. Flynn and myself a month prior to my
2 forwarding to him any documents of any kind. I sought
3 Mr. Flynn's assistance and advice when the organization of
4 Scientology stole my materials and declared me "Fair Game". Once
5 declared Fair Game I could be "sued or lied to or destroyed". It
6 is apparent that my approaching Mr. Flynn for help was very much
7 connected to the instant litigation.

8 It was very logical that I approach Michael Flynn for
9 legal help. The briefing of an attorney not already familiar
10 with the organization of Scientology and the neologisms,
11 mentality and tactics of Scientologists would have been
12 prohibitive in terms of time and money. I had left the
13 organization virtually penniless, and finding an attorney who
14 would take on a defense case without prior payment seemed
15 impossible. Additionally, I knew of Scientology's operations
16 against attorneys representing critics of the organization and
17 knew that very few attorney firms would be able to withstand that
18 kind of attack. I also knew of Scientology's infiltration of law
19 offices, and the use of an attorney who is a Scientologist to
20 solicit the business of potential litigants and then pass on
21 information regarding the litigant back to the organization.
22 Scientology has created the situation of individuals who have
23 been victimized by the organization seeking help from Mr. Flynn
24 by the organization's very own tactics of "legal" harrassment and
25 terrorism.

26 24. P. 21, line 11. The letter referred to here was
27 not given to Mr. Flynn at this time. I showed him the letter,
28 but did not give it to him.

1 25. P. 25, line 8. Mrs. Hubbard's statement that for
2 access to Archives, her personal approval was required, and that
3 she did not give such approval is untrue in both parts. Not only
4 Mrs. Hubbard, but also Mr. Hubbard could authorize access to
5 Archives. Also any one of Mr. Hubbard's Messengers (CMO) could
6 give such authorization. And, in fact, each of these people
7 (Mr. Hubbard, Mrs. Hubbard and the CMO), authorized access to
8 Archives.

9 Mrs. Hubbard stated in her deposition, which I attended,
10 that since the authorization I had for access to Archives, was
11 just typewritten, and not signed by Mr. Hubbard, only a "Senior
12 Messenger" had made the authorization, and not Mr. Hubbard. The
13 fact is that, according to Mr. Hubbard's own policy, a Messenger
14 who made such an authorization was acting on Mr. Hubbard's
15 authority; i.e. the Messengers are authorized agents.

16 "A Messenger operating on his own
17 operations or judgements on duty and issuing
18 orders on these is still an emissary of the
19 Commodore and such opinions or judgements
20 must not be defied and are considered as
21 above." (Attached hereto as Attachment 5.)

22 Additionally, Alan Wertheimer, Mr. Hubbard's attorney,
23 stated that Mr. Hubbard's personal files were being made
24 available to Mr. Garrison for the biography, and in fact,
25 instructed me to take an inventory of the Hubbard Archives files
26 to be given to Mr. Garrison before Mr. Garrison and AOSH PDK
27 entered into contract negotiations.

28 26. P. 26, line 6. The biographer was promised access
to the Hubbard personal Archives prior to entering into contract
negotiations. He was also toured through the Archives by Laurel

1 28. P. 27, line 11. The fact is that on the
2 authorization and order of both Mr. Hubbard and Mrs. Hubbard I
3 delivered to the contracted author, Omar Garrison, throughout
4 1980 and 1981, materials for use in the biography. These
5 materials were not "taken by defendant, Gerald Armstrong".

6 29. P. 27, line 20. Mr. Garrison had these documents
7 legally as arranged by contract in which CSC has no standing or
8 part. I had the documents legally as Mr. Garrison's research
9 assistant. The organization and Mr. and Mrs. Hubbard are
10 perpetrating a fraud with their statements that these documents
11 were not legally given to Mr. Garrison and myself.

12 30. P. 31, line 12. Mr. Hubbard has many times ordered
13 the destruction of documents which he felt had evidenciary value
14 against him. I participated in such destructions of documents
15 several times from 1976 through 1981. Much of what was destroyed
16 during the operations in these years was Mr. Hubbard's personal
17 property.

18 The organization does not fear "A Contempt Order to Show
19 Cause" against anyone destroying documents. The documents will
20 simply "disappear" and no one will "know" where they have gone
21 and who was responsible for them. Additionally, the Court will
22 have no authority over the person to whom the documents are
23 entrusted if they are released to the organization. Such a
24 person can be transferred outside the United States, and
25 therefore, outside the jurisdiction of this Court. I have
26 personal knowledge of this being done deliberately in the
27 Scientology organization in order to move certain staff members
28 outside Court jurisdictions.

1 In Scientology, persons are trained and drilled in how to
2 lie and how to cover up facts. I observed and was directed in
3 such training myself. It is very obvious that the organization
4 President, Mrs. Hubbard, Mr. Hubbard, Brenda Black, and Tom Vorm,
5 have all lied in their statements and declarations. Lies are
6 expected of Scientologists. The same would be expected of anyone
7 ordered to destroy the documents if the Court releases them to
8 the organization.

9 In the present case, my attorney served a Request for
10 Production on plaintiff, CSC, on August 6, 1982, which requested
11 documents relating to me during my membership as a Scientologist.
12 Some of the documents were atually authored by me. To date,
13 plaintiff, CSC, has failed to turn over any of the requested
14 documents and has interposed objections to each request.

15 31. P. 33, line 9. I have a claim of ownership of some
16 of the materials now under seal in the Court. Mr. and Mrs.
17 Hubbard do not own all the documents. Some are also owned by
18 Ronald De Wolfe and some by others.

19 32. P. 33, line 24. Any breach of confidence was on
20 the part of the organization and occurred when, absolutely
21 unprovoked, it chose to attack, slander and threaten me, label me
22 "Fair Game" and steal my materials.

23 33. P. 36, line 18. The statement is made here that
24 "the biography project was authorized by Mr. Hubbard personally."
25 Mrs. Hubbard has stated under oath that Mr. Hubbard did not
26 authorize the biography. These statements are contradictory.
27 Mrs. Hubbard, like others in Scientology, is trained in the art
28 of lying. If the biography is authorized, then surely the

1 materials should be returned to Mr. Garrison.

2 34. P. 37, line 25. On the order of Mr. Hubbard's
3 representatives, and only when they had stolen my materials, and
4 declared me "Fair Game" and put my life at risk, did I approach
5 Michael Flynn. Whether Mr. Hubbard personally ordered this
6 attack on me has not yet been determined.

7 35. P. 38, line 12. Clearly, permission was given to
8 Mr. Garrison to take possession of these materials.

9 36. P. 39, line 14. If indeed I did join the "ranks of
10 the antagonists of Scientology", and I deny this, I was driven to
11 any action by the organization's attack of my wife and me. I
12 already had possession of the biography documents. It is not
13 logical that the unprovoked attack on me, the declaration of
14 "Fair Game" and the theft of my own materials, would mean that
15 Mr. or Mrs. Hubbard had "denied further access to these
16 documents" and I should now turn them over to organization
17 representatives. Their actions were terrorizing and
18 extortionistic.

19 37. P. 40, line 24. Trust must go in two directions.
20 The organization's and Mr. Hubbard's overt and covert actions
21 against me, prior to my seeking legal assistance, was the
22 violation of trust. Also, I had no media contact until after the
23 organization had threatened me, declared me "Fair Game" and
24 stolen my materials.

25 38. P. 44, line 8. The analogy is inaccurate. It
26 should be stated: A has a diary and orders B to use it in a
27 project from which A stands to make a great deal of profit. B
28 does as A wishes and works with C in the project. D, possibly on

1 the orders of A, threatens B's life, steals B's materials and
2 tells B to get an attorney. B seeks legal help. The diary
3 itself is evidence, and both A and D have a history of
4 destruction of evidence.

5 39. I have reviewed the document entitled "Declaration
6 of Mary Sue Hubbard in Support of Motion for Preliminary
7 Injunction and Claim and Delivery of Personal Property". I have
8 found untruths in this document as follows:

9 40. P. 5, line 9. Mrs. Hubbard states that "it was
10 established policy that no access was to be obtained to these
11 materials unless my husband or I expressly consented, or the
12 items were for our personal use." Andrew Lenarcic, now
13 apparently in charge of "Archives", stated in his declaration of
14 August 22, 1982, "The remaining, approximately 20 percent, is
15 L. Ron Hubbard's personal property entrusted to the Church for
16 its use as it sees fit" (emphasis added). (Attached hereto as
17 Attachment 6.) Clearly either Mrs. Hubbard is being untruthful,
18 or Mr. Lenarcic, the Archivist, does not know of the existence of
19 the "established policy" Mrs. Hubbard refers to.

20 41. P. 5, line 16. The "policy" Mrs. Hubbard refers to
21 never existed. In fact, before I located the early biographical
22 materials on the Gilman Hotspring's property, Mr. Hubbard thought
23 these materials had been stolen in 1953. The "policy" was so
24 non-existent in the organization that I set up the biography
25 archives with these materials, a contract was arranged with
26 Mr. Garrison on the basis of his access to these materials, and I
27 obtained financing for the complete biography project based on
28 these materials.

1 42. P. 9, line 8. Mrs. Hubbard, by her own statement
2 has not seen her husband since 1979, nor is she able to
3 communicate to him. Mrs. Hubbard was only on the Gilman
4 Hotsprings property a few times for secret meetings and never
5 left the house the Hubbard's had on that property except to leave
6 the property by car. There is, therefore, no way Mrs. Hubbard
7 can honestly state what her husband ordered or communicated to
8 others regarding the biography project or access to the archives.

9 The fact is that since the F.B.I. raid of the Scientology
10 premises in 1977, Mr. Hubbard has not signed any memos or orders
11 within the organization; and all are typed and unsigned. The
12 reason for this was so he would not be held responsible for his
13 control of the organization of Scientology nor for illegal
14 actions ordered by him. Nevertheless, the approval for me to do
15 the biography research, and use of the archives came from
16 Mr. Hubbard directly, and Mrs. Hubbard knew of this fact.

17 43. P. 9, line 21. Mrs. Hubbard did give me permission
18 to use the archives materials, and in fact, ordered Tom Vorm to
19 send me the biographical, non-technical materials from the
20 "Controller Archives".

21 44. P. 9, line 25. The truth is, Mrs. Hubbard was
22 aware that I had Archives under my control and prior to leaving
23 the post of Controller had ordered Tom Vorm, Controller Archives
24 I/C, to send me the biographical materials he had possession of.

25 45. P. 10, line 12. Mrs. Hubbard did not at any time
26 not approve my access to the Hubbard archives. She knew I had
27 located the early materials. I wrote to her several times
28 outlining what materials I had located. And she ordered

1 materials be given to me for the biography project from
2 Controller Archives. Mrs. Hubbard knows very well that I worked
3 throughout 1980 and 1981 in the L. Ron Hubbard Personal Public
4 Relations Bureau in Mr. Hubbard's personal office. If it was not
5 intended that Mr. Hubbrd's personal files be used, his Personal
6 PR Bureau would not have been involved at all. This Bureau
7 concerned itself solely and only with Mr. Hubbard's personal
8 files. If the biography was to be written from different
9 organizational materials and not Mr. Hubbard's Archives, some
10 other organization department would have been chosen for the
11 biography project.

12 46. P. 10, line 28. In her deposition which I
13 attended, Mrs. Hubbard stated that Mr. Hubbard did not approve my
14 assignment to the biography research post. Here she has stated
15 he did approve my posting. Clearly, Mrs. Hubbard's credibility is
16 suspect.

17 47. P. 11, line 23. With respect to materials in
18 Controller Archives and the Gilman Hotsprings storage, permission
19 was required from either Mr. Hubbard, Mrs. Hubbard, or one of
20 Mr. Hubbard's respresentatives. I had the permission of all
21 three for access and use of the materials for the biography
22 project and transmittal to Mr. Garrison. Mrs. Hubbard was
23 certainly kept informed, as shown in my letter to her of
24 15 October 1980. (Attached hereto as Attachment 2.)

25 48. P. 12, line 18. There simply is no way a
26 biographer could have done a biography without the Hubbards'
27 materials. That was understood and was a condition to Mr.
28 Garrison's agreeing to undertake the project. Mr. Garrison lived

1 and wrote in Utah, so to claim that he was not to have possession
2 of the materials is ridiculous. Laurel Sullivan and I wrote a
3 project in the summer of 1980 which was approved by Mrs. Hubbard
4 and which stated that biographical materials were to be
5 transmitted to Mr. Garrison for his use.

6 49. P. 13, line 13. Both Mr. and Mrs. Hubbard, as well
7 as Mr. Hubbard's attorney and personal representatives knew the
8 materials were being delivered to Mr. Garrison. Nothing was done
9 to hide this fact. It was done openly and under authorization
10 throughout 1980 and 1981. Materials were also delivered to Mr.
11 Garrison by representatives from Mrs. Hubbard's own organization,
12 the Guardian's Office. For instance, the files relating to the
13 death of Quentin Hubbard were delivered to Mr. Garrison by Vaughn
14 Young, then a staff member in the Guardian's Office.
15 Mrs. Hubbard's averments that no authority was given are simply
16 not true.

17 50. I have reviewed the document entitled "Declaration
18 of Brenda Black", dated 16/12/82. I have found untruths in this
19 document as follows:

20 51. P. 1, line 15. Ms. Black did come to me with a box
21 of Mr. Hubbard's early papers and did ask me what should be done
22 with them as she was unsure if they should be shredded.
23 Ms. Black also showed me at that time a trunk of records from
24 Guardian Office operations concerning the death of Quentin
25 Hubbard, plus other loose written materials belonging to Mr. and
26 Mrs. Hubbard. Ms. Black participated in the vetting and
27 destruction of these materials.

28 52. P. 2, line 2. Ms. Black's recollection of how I

1 came to take possession of the archives materials is inaccurate.
2 Leo Johnson was not Ms. Black's senior at the time of the removal
3 from storage and transfer to Mr. Hubbard's Personal Public
4 Relations Bureau of the Archives materials. Mr. Johnson was not
5 connected to the Household Unit at this time, and only became
6 Ms. Black's senior some weeks later.

7 53. I have reviewed the document entitled "Declaration
8 of Tom Vorm", dated November , 1982. I have found errors in
9 this document as follows:

10 54. P. 2, line 11. Mr. Vorm has omitted reference to
11 the fact that prior to May of 1981 we had had several
12 communications regarding the transfer of non-technical materials
13 from Controller Archives (which was the repository of original
14 technical materials) to my biographical, non-technical archives.
15 I delivered whatever technical materials I found in the course of
16 my work to Mr. Vorm, and he delivered to me non-technical,
17 biographical materials. In early 1981, before Mrs. Hubbard was
18 removed from the post of Controller, Mr. Vorm delivered to me a
19 quantity of materials for use in the biography. Mr. Vorm
20 informed me at that time that Mrs. Hubbard had instructed him to
21 give me the materials. These materials consisted of letters to
22 and from Mr. Hubbard from the 1920's and 1930's, Boy Scout
23 materials, photographs, diaries and other items.

24 Mrs. Hubbard was well aware of the fact that
25 non-technical materials were to be transferred under my care. I
26 mentioned this in my letter to her of 15 October 1980 (p. 7):

27 "The written Tech materials I have
28 found mixed in with non-Tech correspondence
in some old DC boxes. Mostly these are

1 handwritten processes or Tech notes, but also
2 include some Tech manuscripts. I've now gone
3 through all materials I have and removed all
4 the Tech materials for transfer to C
5 Archives.

6 I understand from C Archives IC that
7 he as a bunch of non-Tech/Policy materials
8 which should go to me. These would be
9 helpful for my two projects (the biography
10 research and the museum/'archives trust')."
11 (Attached hereto as Attachment 2.)

12 55. P. 2, line 25. Mr. Vorm informed me in early 1981
13 that Mrs. Hubbard had authorized the transfer of the biographical
14 materials to the biographical archives from Controller Archives.
15 He stated that the only reason he did not transfer all the
16 materials at that time was that he had not had enough time to go
17 through all the trunks and boxes in the Controller Archives area
18 and separate out the non-technical materials.

19 56. In summary, L. Ron Hubbard and the organization of
20 the Scientology have made a practice of the destruction of
21 documents which they consider show their involvement in illegal
22 activities. The organization also trains its staff to lie both
23 to authorities and under oath. Numerous mistruths stated by
24 Mrs. Hubbard and have been indicated in this declaration. There
25 is no proof that the organization would not destroy the documents
26 now under seal of the Court, and no historical evidence that the
27 organization can be trusted.

28 The organization, and possibly L. Ron Hubbard directing
the organization, have already demonstrated that they will commit
crimes against anyone who has the knowledge contained in the
sealed documents. I have been assaulted, threatened, spied on
and driven into by persons employed by the organization. The
organization has claimed publicly that I stole the materials now

1 under seal, while here stating that I had authority to possess
2 these materials. They have attempted to bring criminal charges
3 for the "theft" of these documents, while here admitting I was in
4 fact authorized to possess them. These documents under seal have
5 a great evidenciary value, and from my thirteen years of
6 experience with the tactics and policy of the organization, I
7 believe the documents will be destroyed if they are not
8 safeguarded by the Court.

9 Executed this 19th day of April, 1983, at Costa Mesa,
10 California.

11 I declare under penalty of perjury that the foregoing is
12 true and correct.

13 
14 GERALD ARMSTRONG